sections 25 and 26 which make confessions to a police officer below the rank of inspector incapable of being proved, or confessions made by an accused person in custody to the police, not to be proved.

Now, it is perfectly clear to my mind that when the Evidence Ordinance says 'Police' it means police, or when an Ordinance says 'police officer' it must mean police officer, and it does not mean that the words 'police officer' can be extended by analogy to include anybody who is acting in some such way as a police officer might be expected to act, or exercising powers analogous to a police officer. The words 'police officer' must be construed strictly to mean that he is a member of the Police Force and nothing else. It follows therefore, I think, that the learned Magistrate wrongly rejected this evidence, and I think that the Appeal should be allowed on that ground. I have already committed myself to a similar view in the Federated Malay States in the case of *Rasiah* v. *P.P.*, (1931-1932) F.M.S.L.R. p. 45, which has been referred to, where I went through the authorities, and I do not think it is necessary for me to go through them again now. I think the conclusion is obvious that the learned Magistrate should not have rejected this evidence.

Whether the evidence in itself was sufficient for a conviction, of course, does not matter now and I do not express any view on that point. I think that the appeal should be allowed and the acquittal of Nos. 1, 2 and 3, set aside.

Appeal allowed.

[ORIGINAL CIVIL JURISDICTION]

TERRELL, J.

July 15, 1935.

THE SINGAPORE IMPROVEMENT TRUST vs. SYED AHMED BIN MOHAMED BIN ALI ALJUNIED & ANOR.

[SINGAPORE O.S. No. 78 of 1935]

Ordinance No. 135 (Municipal) S. 144—S. 3—definition of "owner"—Singapore Improvement Ordinance 1927 as amended—S. 2(2)—back lane powers—payment of compensation—S. 105(a)—rate of interest on compensation.

In applying the provisions of S. 141 of Ordinance No. 135 (Municipal) to those of S. 144, in S. 141 (13) the word "Commissioners" must be read as "the Board" and the provisions of part VIII of the Singapore Improvement Ordinance 1927 (as amended) must be applied to a claim by a person interested in a backlane, though S. 105 (1) of that Ordinance clearly deals with other matters. By reason of the definition of the word "owner" in S. 3 of Ordinance 135 (Municipal), the Commissioners or the Singapore Improvement Trust can pay compensation payable in respect of an acquisition for backlane purposes to the persons specified in that definition. A single trustee cannot agree the amount of compensation and a mere agent is not a "person entitled" so as to enable him to agree the amount of such compensation. S. 105A of the Singapore Improvement Ordinance as amended applied to such a case and interest will be payable on the compensation moneys in accordance with the principles therein laid down.

In this case a back lane order had been made by the Governor-in-Council under Section 144 of Ordinance 135 (Municipal). In the result a portion of the dwelling house and premises known as No. 49 Temple Street was taken for backlane purposes. After deducting half of the backlane in respect of which the owner of No. 49 Temple Street would receive no compensation there remained a balance of 26 square feet for which such owner would be compensated in accordance with the provisions of Section 144 sub-section 9(b) of Ordinance 135 (Municipal). No. 49, Temple Street was vested in the first Defendant the sole surviving trustee of the Will of Sheriffa Sheika bin Omar Aljunied deceased which will contained no power of sale. The second Defendants were the persons for the time being receiving the rents of the premises as agents for the first Defendant and therefore came within the actual words of the definition of the word "owner" contained in section 3 of Ordinance 135 (Municipal).

The Board negotiated with both defendants concerning the amount to be paid as compensation for the acquisition of these 26 square feet and the sum of $260 was agreed upon subject however to the question whether the Defendants or either of them could validly agree to such compensation. Questions also arose whether the first Defendant or either Defendant could give a valid receipt for such compensation moneys and also as to interest and whether any interest should be paid in respect of such compensation and if so at what rate and from what time.

John Laycock for the Plaintiffs.

The first Defendant being a sole trustee without any power of sale can neither agree the compensation nor give a valid receipt for the compensation moneys; see Trustees Ordinance 1929 Section 15 Subsection 2 "a sole trustee cannot give a valid receipt for capital money arising under the trust for the sale of land." *A fortiori* if there is no trust for sale in which case the settlor never contemplated that any such capital moneys should come to trustee's hands at all. Trustees have no power under the general law to appoint agents to receive capital moneys at any rate in cases where they could not themselves give a valid receipt. The definition of the word "owner" in Section 3 of Ordinance 135 (Municipal) has come down to us from Municipal Ordinance 1887 with only slight changes. If that Ordinance is looked at it is clear that the original intention of the definition was to impose upon the agent or other receiver of rent of premises all the obligations of the owner of land *vis-a-vis* the Municipality. The general rule

of construction is that the legislature must not be taken to intend to make any alteration in the law beyond the immediate scope and object of the statute. *Maxwell* on Interpretation of Statutes, 7th Edition page 71 and following. The purpose of the definition of "owner" in section 3 of Ordinance 135 (Municipal) is to regulate the rights and liabilities as between the Municipality and persons receiving the rent of premises in respect of which a duty or liability is due by the Owner to the Municipality. It is not within the scope of the Municipal Ordinance to alter the rights or duties of trustees *vis-a-vis* their beneficiaries or to increase the general powers of trustees in respect of trust property any further than is absolutely necessary for the purposes of the Ordinance. Section 144 of Ordinance 135 (Municipal) refers back to section 141 and thereby incorporates parts of Section 141. The Singapore Improvement Trust are vested with all the powers of the Municipality under section 144 by Section 2 subsection 2 of the Singapore Improvement Ordinance as amended but the proviso to that subsection by providing for determination of compensation by the Tribunal definitely overrides other provisions for determination of compensation by other methods contained in Section 141 of Ordinance 135 (Municipal). The position is confused but probably all the provisions of part 8 of the Singapore Improvement Ordinance must be applied.

On the question of interest either Section 105 (a) applies in this case or it does not. If it does not apply then there does not seem any other specific provision allowing interest. Subsection 11 of section 144 of Ordinance 135 (Municipal) refers back to Section 141 of which the relevant subsections are Sections 11, 12, 13 and 14. These again refer to Ordinance 49 (Land Acquisition) but that excludes reference to Section 41 of Ordinance 49 which is the section of that Ordinance dealing with payment of interest. Subsection 11 of Section 141 definitely provides as follows:—"Save as in this section mentioned no compensation shall be paid in respect of land set apart or acquired under this section whether to form part of backlane or otherwise." Interest on compensation is itself compensation and this subsection bars any claim to interest except such if any as may be expressly given. As to interest generally the question of interest on debts etc. is concisely dealt with in the Second Interim Report of the English Law Revision Committee 1934, and the present case does not fall within any of the cases therein set out. The rate of interest on judgment debts has recently been reduced from 8% to 6% per annum.

M. C. Johannes for Defendants.

The language of S.3 of Ordinance 135 in the definition of owner is clear and unambiguous and the ordinary rule of construction applies. Moreover the definition specifically states "and shall for the purposes of Sections 141 and 144 and of Part XIV include a mortgagee not in possession." These words were first introduced in the Municipal Ordinance of 1913 and shew that the Ordinance intends the definition to apply for all the purposes of Sections 141 and 144. Section 15 (2) of the Trustees Ordinance 1929 only relates to capital moneys arising under a trust for sale of land and in this case there is no trust for sale. Section 16 of that Ordinance gives trustees power to compound liabilities and to compromise any claim relating to a testator's or intestate's estate and to accept any composition for any debt. As to interest, Section 105A of the Singapore Improvement Ordinance does not apply in the case of an acquisition under Ordinance 135 (Municipal) for backlane purposes and what the Defendants are entitled to is a reasonable rate of interest. The Singapore Conditions of Sale give a Vendor 12% in cases where a purchaser wrongfully delays completion.

Cur. Ad. Vult.

TERRELL, J.—The applicants are the Singapore Improvement Trust (hereinafter called the Board) who have acquired a portion of No. 49 Temple Street for the purpose of a backlane and are required under the provision of section 144 subsection 9 (a) of Ordinance No. 135 (Municipal) to pay compensation for an area of 26 square feet being part of the area acquired. 49 Temple Street is now vested in the first defendent as sole surviving trustee of the will of Sheriffa Sheika binte Omar Aljunied deceased. The will contains no power of sale. The rents have for many years past been collected on behalf of the first defendant by a firm called S. O. Alsagoff who are the second defendants.

The powers of the Board in the matter are conferred by section 2 (2) of the Singapore Improvement Ordinance of 1927 (as amended) which reads as follows:—

> "From and after the commencement of this Ordinance no back-lane shall be ordered to be laid out on the request of the Municipal Commissioners under section 144 of Ordinance No. 135 (Municipal), but the said section shall, in relation to lands situate within the Town and Island of Singapore, have effect as if the words "the Singapore Improvement Trust" were substituted for the words "the Commissioners" wherever those words occur in

the said section, save in sub-section (4) thereof:

Provided that the amount of any compensation payable under the said section shall, in case of dispute, be determined by the Tribunal in accordance with the provisions of the said Ordinance."

The object of this sub-section is clearly to vest in the Board the duty of providing backlane which under section 144 was vested in the Commissioners, but so that when a backlane has been acquired it still vests in the Commissioners. If, however, additional land has to be acquired under section 144 subsection (7) or (8) in connection with the provisions of the backlane such additional land presumably vests in the Board, and not in the Commissioners. But section 144 is by no means self contained, section 144 (11) providing that the method of ascertaining the price shall be that provided by section 141, and section 141 (13) provides that when the Commissioners are unable to agree with the person entitled thereto as to the compensation payable under section 141 it shall be ascertained in various ways:—

(a) If the amount claimed does not exceed $1,000 in the manner provided by section 362 of Ordinance No. 135 (Municipal) that is to say by reference to a District Court or Police Court and

(b) In all other cases in accordance with certain provisions of Ordinance No. 49 (Land Acquisition).

But it is to be noted that the Board are not substituted for the Commissioners in section 141, and if section 141 (13) is given its strict meaning, it is the Commissioners and not the Board who are to agree the compensation offered for land to be acquired by the Board. This is not, however, the only difficulty, as the last paragraph of section 2 (2) of the Singapore Improvement Ordinance 1927 directs that in case of disputes the compensation shall be determined by the Tribunal in accordance with the provisions of the Ordinance. This provision presumably has the effect of cutting out all the provisions of section 141 (13) except the opening paragraph, and incorporating Chapter VIII of the Singapore Improvement Ordinance 1927. When, however, this chapter is examined it will be seen that section 105 only provides for claims to compensation by "any person interested" where a property is injuriously affected by anything contained in an "approved plan" or an "approved scheme." An "approved plan" is defined in section 3 as a plan . . . . which has been approved by the Governor-in-Council under section 52 and an "approved scheme" as an improvement scheme which has been approved by the Governor-in-Council under section 75. The section therefore does not *prima facie* apply to a claim for compensation by a person whose land has been acquired in connection with a backlane. Again section 105A(1) only deals with land acquired for the purpose of the Singapore Improvement Ordinance 1927 and not with land acquired for the purpose of Ordinance No. 135 (Municipal), and lastly, although section 106 (1) is in more general terms, and deals *inter alia* with objections by a "person interested" to the amount of compensation offered by the Board, the "person interested" in section 106 (1) must clearly refer back to section 105 (1) and the person entitled to compensation for land acquired for a backlane is not therefore provided for.

It is impossible to imagine a more unfortunate example of legislation by reference. The effect of the various provisions and cross references has clearly not been fully considered and the result is practically unintelligible. It would have been perfectly easy, and would merely have involved a little clerical labour, to introduce the whole of the provision of section 144 of Ordinance 135 (Municipal) into the Singapore Improvement Ordinance 1927, incorporating such of the provisions of section 141 as might be required, and at the same time providing that in Singapore the Municipal Commissioners should not exercise their powers under that section. Then the scope of Chapter VIII of the Singapore Improvement Ordinance 1927 could have been extended so as to include claims in respect of the acquisition of land for backlanes and the Ordinance would have been a complete and intelligible code of the Board's powers and duties.

As, however, it is the duty of the Court to presume that the legislature had an intention which would give effect to the general objects of the Ordinance, some interpretation must be placed in the provisions incorporated even if such interpretation does violence to the actual words used. There is ample authority for adopting this method of construction. In *Maxwell* on the Interpretation of Statutes 7th Edition page 71 the following passage occurs:—

> "It is regarded as more reasonable to hold that the Legislature expressed its intention in a slovenly manner than that a meaning should be given to (the words) which could not have been intended."

and in *Salmon* v. *Duncombe*, 11 A.C. page 627 Lord Hobhouse in delivering the Judgment of the Privy Council states at page 634:—

> "It is, however, a very serious matter to hold that when the main object of a

statute is clear, it shall be reduced to a nullity by the draftsman's unskilfulness or ignorance of law."

I conclude therefore that in applying the provisions of section 141 to those of section 144 notwithstanding the use of the word "Commissioners" in section 141 (13) "Commissioners" must be read as the "Board" and the provisions of Part VIII of the Singapore Improvement Ordinance 1927 must be applied to a claim by a person interested in a backlane, although section 105 (1) clearly deals with other matters, and although section 105A (1) only deals with land acquired for the purpose of Singapore Improvement Ordinance 1927 whereas land acquired for a backlane under section 144 of Ordinance No. 135 (Municipal) is clearly acquired for the purpose of that Ordinance and not for the purpose of the Singapore Improvement Ordinance 1927.

The first question for decision is whether the second Defendant can agree the compensation and give a good valid discharge for the compensation moneys. Reliance is placed on the definition of "owner" in section 3 of Ordinance No. 135 (Municipal) which reads :—

> " 'Owner' means the person for the time being receiving the rent of the premises in connection with which the word is used whether on his own account or as agent or trustee for any other person or as receiver or who would receive the same if such premises were let to a tenant and shall, for the purposes of sections 141 and 144 and of Part XIV, include a mortgagee not in possession."

Section 144 (9) certainly says that compensation shall be paid to the "owners" but section 144 (11) says that the method of ascertaining the price shall be that provided by section 141 and section 141 (13) reads :—

> " When the Commissioners are unable to agree *with the person entitled thereto* as to the compensation payable under this section it shall be ascertained as follows."

So apparently the compensation can be agreed with "the person entitled," but, having been agreed, is payable to the "owners" who may or may not be the same person.

Mr. Laycock on behalf of the applicants submitted that the object of the definition was to make the person in receipt of the rents and profits liable for the various obligations which fall on the owners of property whether in fact such person was the owner or not. I agree that this may have been the original object of the definition, but the introduction of the words "and shall for the purposes of sections 141 and 144 and Part XIV include a mortgagee not in possession" make it difficult to say that this is now the only object of the definition. These sections deal with the provisions of backlanes, section 141 prohibiting the Commissioners from approving the plan of a domestic building unless land is set apart for a backlane, and section 144 providing for a backlane to be laid out when the buildings are already in existence. Under section 144 in particular the Commissioners acquire the land for the backlane by registering an order. The owner is not consulted, but in certain circumstances, if more than his share of the backlane is taken he is entitled to compensation under section 144 (7) and if the whole or any portion of the land taken is rendered useless the owner can require the Commissioners to acquire the whole or any portion as the case may be.

I think, therefore, that the object of the definition was to provide someone to whom the Commissioners could safely pay the compensation and in the present case such person is the second defendant.

It is argued that if this is the correct construction the Ordinance 135 (Municipal) purports to interfere between trustees and their *cestui que trustent*. I think that to this extent it does so interfere, but in substance there is no interference. The second defendants the agents of the trustee, the first defendant, having received the money on his behalf, must hold it to his order and the first defendant's duty is to dispose of it in accordance with the trust imposed upon him by the will. It is to be presumed that if a person is a statutory "owner" by being in receipt of the rents and profits, he is so by virtue of an authority derived from the person entitled. The money is not therefore likely to be diverted from the objects of the trust, if any, and on the other hand the Municipal Commissioners have some one on the spot to whom the compensation can be paid.

The question of agreeing the compensation, however, raises another difficulty. This must be agreed with "the person entitled" to the compensation under section 141 (13) and "the person entitled" is the first defendant as trustee. There is no definition of "person entitled" nor is such person given any statutory authority to come to an agreement. I think, therefore, that it is necessary to refer to the Trustee's Ordinance 1929 to ascertain the powers and duties of a trustee in this connection. Section 16 gives a personal representative ample powers to compromise claims or accept any composition for any debt or property claimed, but the first defendant is clearly not a personal representative, and in the circumstances of the present case the powers

of compromise could only be exercised by two or more trustees acting together. In my view, therefore, the first defendant is not empowered to agree the compensation offered. The second defendant not being "the person entitled" does not come into the matter.

I have held that section 106 of the Singapore Improvement Ordinance 1927 applies and section 106 (1) gives "any person interested" (and presumably the "person entitled" is interested) the right to object to the amount of any valuation or compensation, but he is under no obligation to raise any objection, and if he thinks the compensation offered is fair, then, although he cannot agree it, he can simply do nothing, whereupon after six weeks the decision of the Improvement Trust is final and binding on all parties under the provisions of section 106 (3).

Generally a trustee would probably be well advised to obtain the opinion of a valuer, and if such valuer considered the price offered inadequate, it would be the trustee's duty to object to the compensation offered and avail himself of the procedure laid down in section 106 (1). In the present case both the defendants are, I understand, satisfied with the compensation offered. They, therefore, need take no action in the matter and in due course the amount offered will be binding on all parties and the second defendants can give a valid receipt when the amount of the compensation is paid over.

The other question is whether interest is payable and if so at what rate and at what date. As I have stated section 105A must be applied although the land acquired for the backlane vests not in the Board but in the Municipal Commissioners, and interest at the rate of 5% will be payable after the expiration of one month from the date that the land vests in the Commissioners.

Order accordingly.

Solicitors for the Plaintiffs—

Braddell Brothers.

Solicitors for the Defendants—

Johannes & Sammy.

END OF THE STRAITS SETTLEMENTS OFFICIAL REPORTS.